STATE OF LOUISIANA

DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:	*	**Settlement Tracking No.**
	*	**SA-MM-13-0076**
LARRY'S POWDER COATING, LLC	*	
	*	**Enforcement Tracking No.**
AI # 103118	*	**MM-CN-11-00559**
	*	
PROCEEDINGS UNDER THE LOUISIANA ENVIRONMENTAL QUALITY ACT LA. R.S. 30:2001, ET SEQ.	*	

SETTLEMENT

The following Settlement is hereby agreed to between Larry's Powder Coating, LLC ("Respondent") and the Department of Environmental Quality ("DEQ" or "the Department"), under authority granted by the Louisiana Environmental Quality Act, La. R.S. 30:2001, et seq. ("the Act"). At the time of the alleged violations, the facility was known as Larry's Custom Powder Coating, LLC. The Respondent subsequently changed its name to Larry's Powder Coating, LLC.

I

Respondent is a limited liability company that owns and/or operates a sandblasting facility located in Bossier City, Bossier Parish, Louisiana ("the Facility").

II

On July 26, 2011, the Department issued to Respondent a Consolidated Compliance Order & Notice of Potential Penalty (CONOPP), Enforcement No. MM-CN-11-00559, which was based upon the following findings of fact:

The Respondent owns and/or operates Larry's Custom Powder Coating, a sandblasting facility located at 1421 Alpine Drive in Bossier City, Bossier Parish, Louisiana.

On or about January 18, 2011, and January 26, 2011, the Department conducted inspections of the facility and a subsequent file review to determine the degree of compliance with the Act and the Hazardous Waste and Air Regulations. The following violations were noted during the course of the inspection:

A. The Respondent failed to determine if generated solid waste is a hazard, in violation of LAC 33:V.1103. Specifically, spent abrasive material was generated by blasting painted items; the Respondent has not conducted a hazardous waste determination on the waste material.

B. The Respondent conducted abrasive blasting within a solid structure that contained numerous holes, gaps, and open seems allowing the abrasive material to escape. The Respondent's failure to fully enclose or surround the blasting area is a violation of LAC 33:III.1329.A.1. The Respondent does not have a best management practices (BMP) plan.

C. The Respondent stores spent abrasive material dry and uncovered on the ground at the facility. The Respondent's failure to store the material in a manner to minimize fugitive airborne emissions is a violation of LAC 33:III.1329.G.

III

Respondent denies it committed any violations or that it is liable for any fines, forfeitures and/or penalties.

IV

Nonetheless, Respondent, without making any admission of liability under state or federal statute or regulation, agrees to pay, and the Department agrees to accept, a payment in the amount of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00), of

which Two Hundred Two and 38/100 Dollars ($202.38) represents the Department's enforcement costs, in settlement of the claims set forth in this agreement. The total amount of money expended by Respondent on cash payments to the Department as described above, shall be considered a civil penalty for tax purposes, as required by La. R.S. 30:2050.7(E)(1).

V

Respondent further agrees that the Department may consider the inspection report(s), the Consolidated Compliance Order & Notice of Potential Penalty, and this Settlement for the purpose of determining compliance history in connection with any future enforcement or permitting action by the Department against Respondent, and in any such action Respondent shall be estopped from objecting to the above-referenced documents being considered as proving the violations alleged herein for the sole purpose of determining Respondent's compliance history.

VI

This agreement shall be considered a final order of the Secretary for all purposes, including, but not limited to, enforcement under La. R.S. 30:2025(G)(2), and Respondent hereby waives any right to administrative or judicial review of the terms of this agreement, except such review as may be required for interpretation of this agreement in any action by the Department to enforce this agreement.

VII

This settlement is being made in the interest of settling the state's claims and avoiding for both parties the expense and effort involved in litigation or an adjudicatory hearing. In agreeing to the compromise and settlement, the Department considered the factors for issuing civil penalties set forth in La. R. S. 30:2025(E) of the Act.

VIII

The Respondent has caused a public notice advertisement to be placed in the official journal of the parish governing authority in Bossier Parish, Louisiana. The advertisement, in form, wording, and size approved by the Department, announced the availability of this settlement for public view and comment and the opportunity for a public hearing. Respondent has submitted an original proof-of-publication affidavit and an original public notice to the Department and, as of the date this Settlement is executed on behalf of the Department, more than forty-five (45) days have elapsed since publication of the notice.

IX

The amount of the settlement ($2,500.00) is to be payable in 5 monthly installments of $500. The first payment is due on or before the 15th of the month following notice of the Secretary's signature and payments being due on or before the 15th of each month thereafter until paid in full. If payment is not received within this timeframe, this Agreement is voidable at the option of the Department. Payments are to be made by check, payable to the Department of Environmental Quality, and mailed or delivered to the attention of Accountant Administrator, Financial Services Division, Department of Environmental Quality, Post Office Box 4303, Baton Rouge, Louisiana, 70821-4303. Each payment shall be accompanied by a completed Settlement Payment Form (Exhibit A).

X

In consideration of the above, any claims for penalties are hereby compromised and settled in accordance with the terms of this Settlement.

XI

Each undersigned representative of the parties certifies that he or she is fully authorized

to execute this Settlement Agreement on behalf of his or her respective party, and to legally bind such party to its terms and conditions.

LARRY'S POWDER COATING, LLC

BY: _____
(Signature)

_____
(Printed)

TITLE: _____

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20 _____, at _____.

_____
NOTARY PUBLIC (ID #_____)

_____
(stamped or printed)

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
Peggy M. Hatch, Secretary

BY: _____
Cheryl Sonnier Nolan, Assistant Secretary
Office of Environmental Compliance

THUS DONE AND SIGNED in duplicate original before me this _____ day of _____, 20_____, at Baton Rouge, Louisiana.

_____
NOTARY PUBLIC (ID # _____)

_____
(stamped or printed)

Approved: _____
Cheryl Sonnier Nolan, Assistant Secretary